

MR01

Particulars of a charge

103805/23

Oyez



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☐ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**



A6LQ2VA9

A37 21/12/2017 #357
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 07288657

Company name in full NK DEVELOPMENTS (NO4) LTD

16 For official use

Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/09/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name RS PROPERTY FINANCE LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

All that freehold land known as Fieldgrove Nursery, Hammersley Lane, Penn, High Wycombe HP10 8HF as the same is registered at the Land Registry under title number BM417452, for more details please refer to the Instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here

Signature

Signature

X

Michael Perkins MP X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
Emma Holden-Shah (Ref: RSPRO-LTD/135)

Company name
Bracher Rawlins LLP

Address
77 Kingsway

London

Post town

County/Region

Postcode
W C 2 B 6 S R

Country

DX
DX 168 London/Chancery Lane

Telephone
020 7404 9400



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7288657

Charge code: 0728 8657 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2017 and created by NK DEVELOPMENTS (NO4) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2017.

Given at Companies House, Cardiff on 2nd January 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 19 December 2017

LEGAL CHARGE

Between:

**(1) RS PROPERTY FINANCE LIMITED
(as Lender)**

and

**(2) NK DEVELOPMENTS (NO4) LTD
(as Borrower)**

**RE: FIELDGROVE NURSERY, HAMMERSLEY LANE, PENN, HIGH WYCOMBE
HP10 8HF**

We hereby certify this to be a true
copy of the original

Bracher Rawlins LLP
BRACHER RAWLINS LLP, Solicitors
77 Kingsway
London WC2B 6SR

Date 20/12/17

Bracher Rawlins LLP
77 Kingsway
London
WC2B 6SR

Ref: EHS/RSPRO-LTD/135

THIS LEGAL CHARGE is made on the 19 day of December 2017

BETWEEN:

- (1) **RS PROPERTY FINANCE LIMITED** a company incorporated and registered in England and Wales with company number 07301386 whose registered office is at Finsgate, 5-7 Cranwood Street, London EC1V 9EE ("**Lender**"); and
- (2) **NK DEVELOPMENTS (NO4) LTD** a company incorporated and registered in England and Wales with company number 07288657 whose registered office is at 10 Penn Road, Beaconsfield, Buckinghamshire HP9 2LH (the "**Borrower**").

RECITALS:

The Borrower is or will become on the date of this Deed the registered proprietor of "the Mortgaged Premises" as defined below. At the Borrower's request, the Lender has agreed to grant the Borrower the Principal under the terms of the Loan Agreement, which includes the condition that its repayment together with the agreed interest is secured in the manner set out below. In consideration of the Principal paid or to be paid by the Lender to the Borrower the Borrower, with full title guarantee, charges the Mortgaged Premises by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Borrower under this charge.

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this charge, unless the context otherwise requires:

"**Event of Default**" has the meaning given to it in the Loan Agreement.

"**the Act**" means the Law of Property Act 1925.

"**the Borrower**" where the context so admits, includes the person for the time being entitled to redeem this security in title and assigns.

"**the Lender**" where the context so admits, includes the Lender's successor in title and assigns.

"the Loan Agreement" means a Loan Agreement of even date made between the Lender (1) and the Borrower (2).

"the Mortgaged Premises" means all that freehold land known as Fieldgrove Nursery, Hammersley Lane, Penn, High Wycombe HP10 8HF as the same is registered at the Land Registry under title number BM417452 with Title Absolute together with all fixtures in or about it, and all and every interest in it.

"the Principal" means the sum of £600,000.00 (six hundred thousand pounds sterling)

"the Secured Sums" means all present and future monies, liabilities and obligations due, owing or incurred to the Lender by the Borrower, whether actual or contingent, solely or jointly with any other person, or as principal or surety or in any other capacity, under or in connection with the Loan Agreement any amendment to the Loan Agreement or this charge together with all interest, or other lawful charges and expenses accruing in respect of any of the matters specified above.

2. Covenant to pay

The Borrower covenants with the Lender that as and when the Secured Sums or any part of them are due for payment, the Borrower shall pay to the Lender the Secured Sums on demand.

3. Charge

- 3.1 The Borrower with full title guarantee charges the Mortgaged Premises by way of legal mortgage as a continuing security to the Lender for the payment and discharge of the Secured Sums.
- 3.2 The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 19/11/2017 in favour of RS Property Finance Limited referred to in the charges register or its conveyancer."
- 3.3 The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Loan Agreement (including any obligation to make available further advances)

4. Interest and Fees

Interest and fees shall accrue on the Secured Sums at the rates specified in the Loan Agreement.

5. Covenants by Borrower

The Borrower covenants with the Lender to observe and perform the covenants and obligations set out below.

5.1 Sale of the Mortgaged Premises

The Borrower is not permitted to sell the Mortgaged Premises while this charge subsists without the written consent of the Lender, unless the Secured Sums are repaid in full using the proceeds of the sale.

5.2 Payment of outgoings

The Borrower must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Mortgaged Premises as and when they become payable and on demand must produce the receipt for such payments.

5.3 Lender's right of inspection

The Borrower must permit the Lender to enter upon all buildings, erections or structures forming part of the Mortgaged Premises, without prejudice to the powers conferred by this charge and without becoming mortgagees in possession, for any reasonable purpose and to view the state of the same.

5.4 Alterations to buildings

The Borrower must not, without the previous consent in writing of the Lender make any material alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings, save as contemplated by the Loan Agreement and in accordance with planning permissions and building regulations consent given by the relevant local planning authority.

5.5 Insurance

The Borrower must insure the Mortgaged Premises and keep it insured with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Lender (acting reasonably), and must provide to the Lender a copy of every such policy of insurance and the receipt for the latest premium payable under such policy.

5.6 Proceeds from insurance claims

The Borrower must ensure that all money payable under any insurance policy in respect of loss or damage to the Mortgaged Premises, whether effected or maintained

pursuant to the covenants contained in this charge or otherwise, shall be paid to the Lender or, if it is paid to the Borrower, must hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received.

5.7 Observance of terms of conveyances etc.

The Borrower must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Mortgaged Premises and binding upon the Borrower.

5.8 Observance of Acts of Parliament

The Borrower must observe any and every enactment, including every Act of Parliament already or subsequently to be passed, relating to or affecting the Mortgaged Premises or the use of the Mortgaged Premises for any purpose.

5.9 Creation of other mortgages etc.

The Borrower must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Mortgaged Premises other than this security without the prior written consent of the Lender.

5.10 Perfection of security

The Borrower must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Mortgaged Premises, facilitating the realisation of the Mortgaged Premises in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it.

5.11 Payment of costs etc.

The Borrower must pay on demand, on the footing of a full indemnity by the Borrower from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by them in or in connection with the exercise of any powers confirmed by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Mortgaged Premises and the remuneration of any receiver.

6. Security powers

- 6.1 The statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge

- 6.2 The Borrower shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender (not to be unreasonably withheld). The Lender shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable.
- 6.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security.

7. Enforcement of security

7.1 Powers to be exercisable without restrictions

Section 103 of the Act shall not apply to this security. If any Event of Default occurs or failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Borrower's part contained in this charge, this security shall become immediately enforceable and the powers conferred upon the Lender by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Mortgaged Premises.

7.2 Appointment of receiver

7.2.1 At any time after this security has become enforceable or if at any time the Mortgaged Premises appear to the Lender to be in danger of being taken in execution by any creditor of the Borrower or to be otherwise in jeopardy, the Lender may in writing under the hand of any officer of the Lender and without notice to the Borrower:

7.2.1.1 appoint any person, whether an officer of the Lender or not, to be a receiver of the Mortgaged Premises or any part of them; and

7.2.1.2 remove any such receiver whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.

7.2.2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

7.2.3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned.

7.2.3.1 to take possession of, collect and get in the Mortgaged Premises or any part of them;

7.2.3.2 to repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Mortgaged Premises or any part of them or to acquire by purchase lease or otherwise any further property assets or rights;

- 7.2.3.3 to dispose or concur in disposing of the whole or any part of the Mortgaged Premises, or to let, or surrender or accept surrenders of any lease or concur in letting or *surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Premises*, and in particular but without prejudice, to the generality of the above, to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise;
- 7.2.3.4 to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Mortgaged Premises, and to exercise the power to demand and recover all the income (including rent) for the Mortgaged Premises and to give valid receipt for that income;
- 7.2.3.5 *to make any arrangement or compromise in respect of the rights of the Borrower;*
- 7.2.3.6 to raise or borrow money upon the security of the Mortgaged Premises from the Lender or otherwise;
- 7.2.3.7 to retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him,
- 7.2.3.8 to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and
- 7.2.3.9 to do anything in relation to the Mortgaged Premises that he could do if he were absolutely entitled to them.

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Borrower and the Borrower shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

7.3 Exercise of receiver's powers by the Lender

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its own discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower exercise any power which a receiver appointed by them could exercise.

7.4 Sale of Mortgaged Premises

Where the Mortgaged Premises, or any part of them, are sold by the Lender or any receiver appointed by them they may be sold either:

- 7.4.1 together or in parcels,
- 7.4.2 by public auction or private contract, and
- 7.4.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.

The Lender or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Lender or receiver consider expedient, and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which a Lender has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Lender or the receiver as the case may be consider sufficient.

8. Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority:

- 8.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Mortgaged Premises including the remuneration of any receiver;
- 8.2 in payment of the interest remaining unpaid; and
- 8.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums, and any other surplus may be paid to the person so entitled. If the Lender so determines payments may be made on account of such principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but such alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

9. Power of attorney

The Borrower irrevocably and by way of security appoints each Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender, including every receiver appointed by it, as attorney of the Borrower, for the Borrower and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper to perfect

this charge or to further secure the Borrower's obligations on the Mortgaged Premises or in the exercise of any rights or powers under this charge or otherwise for any of the purposes of this security, and the Borrower covenants with the Lender to ratify and confirm all acts or things made done or executed by such attorney as specified above.

10. Liability of Lender or receiver

Neither the Lender nor any receiver appointed by the Lender shall by reason of the Lender or any such receiver entering into possession of the Mortgaged Premises or any part of them be liable to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

11. Persons dealing with Lender or receiver

No person dealing with the Lender or any receiver appointed by it, or with it or their attorney or agent, shall be concerned, bound or entitled or be affected by notice as to.

- 11.1 whether this security has become enforceable,
- 11.2 whether any power exercised or purported to be exercised is or has become exercisable,
- 11.3 the propriety or purpose of the exercise of any power under this charge,
- 11.4 whether any money remains due on the security of this charge, or
- 11.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made.

The receipt of the Lender or any receiver or its attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

12. Continuing security

- 12.1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.
- 12.2 The Lender may on receiving notice that the Borrower has encumbered the Mortgaged Premises close any account with the Borrower and open a new account and, without prejudice to any right of the Lender to combine accounts, no money paid in or carried to the Borrower's credit in any such new account shall be appropriated towards or have

the effect of discharging any part of the amount due to the Lender on any such closed account

- 12.3 If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice. As from that time all payments made by the Borrower shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender at the time when they received such notice.

13. Default by Borrower

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due, if default is at any time made by the Borrower in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Mortgaged Premises without being deemed in any of the above events to be mortgagees in possession by reason of such entry.

14. Indulgence

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Borrower or to any other person time or indulgence or further credit, loan or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Borrower or any other person

15. Demands and notices

A demand or notice under this charge shall be made in writing signed by an officer of the Lender and may be served on the Borrower either personally or by post. A demand or notice by post may be addressed to the Borrower at his address, or at its registered office in the case of a company, or place of business last known to the Lender and a demand or notice so addressed and posted shall be effective notwithstanding the death of the Borrower.

16. Representations and warranty

The Borrower represents and warrants to the Lender that the execution of this charge and the observance and performance of its obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of the Borrower.

17. Assignment

The Lender may:

- 17.1 assign any of its rights under this Deed; or
- 17.2 transfer all of its rights or obligations by novation to any other person.

For the avoidance of doubt the parties agree that no consent of the Borrower will be required to an assignment referred to in clause 17 of this Deed, PROVIDED that the Lender gives notice of any such assignment to the Borrower within 28 days of the assignment.

18. Governing Law and Jurisdiction

This Deed is governed by and should be construed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

19. Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one Deed.

EXECUTED AND DELIVERED AS A DEED by the Borrower and Lender on the date which first appears in the Deed

EXECUTED as a DEED by
RS PROPERTY FINANCE LIMITED
acting by RICHARD STORY
in the presence of

)
)
)
)



Witness signature

P. [illegible]

Witness name.

P. [illegible]

Witness address:

30 [illegible] RD, SEVENHUS

Witness occupation:

REAL ESTATE

EXECUTED as a DEED by
NK DEVELOPMENTS (NO4) LTD
acting by NICHOLAS KING
in the presence of.

)
)
)
)

Witness signature:

Witness name.

Witness address

Witness occupation.